

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BRUSH DENTAL DOMAIN, P.C.	§	
	§	
	§	CIVIL ACTION NO. 4-21-cv-02113
Plaintiff,	§	
	§	
v.	§	
	§	
SWISH DENTISTRY, P.L.L.C., ET AL.	§	JUDGE CHARLES ESKRIDGE
	§	
Defendants.	§	

RISHI DESAI'S DECLARATION

I, Rishi Desai, do declare and state as follows:

1. I was the Chief Executive Officer of Plaintiff and Counterclaim Defendant Brush Dental Domain, P.C., d/b/a Swish Dental (“**Brush Dental**”). I have decision-making ability for determining whether Brush Dental should amend its complaint.
2. Brush Dental was a Texas business that operated dentistry studios in Texas.
3. Brush Dental was the original owner of the following trademark registrations: SWISH DENTAL (registration no. 5318303), SWISH SMILE (registration no. 5451873) and SWISH DENTISTRY (registration no. 5753043) (together, the “**Trademarks-in-Suit**”). True and correct copies of the relevant registration documents are attached hereto as **Exhibits 1 – 3.**

4. On October 4, 2021, as part of a corporate reorganization, Brush Dental assigned all rights, title, and interest in the Trademarks-in-Suit, including the right to enforce the Trademarks-in-Suit and to recover damages for past and future infringement to Swish Dental Admin. A true and correct copy of the relevant assignment document is attached as **Exhibit 4**.

5. Brush Dental retained no right, title or interest in the Trademarks-in-Suit.

6. I am not seeking for Brush Dental to add Anna M. Munné, D.D.S. P.A. in bad faith or with a dilatory motive. Indeed, I originally thought that its causes of action derived from conduct solely committed by a single entity, Swish Dentistry, P.L.L.C. However, after reviewing the Answer, it appears that this is not the case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: October 15, 2021

Rishi Desai

EXHIBIT 1

United States of America

United States Patent and Trademark Office

Swish Dental

Reg. No. 5,318,303

Registered Oct. 24, 2017

Int. Cl.: 44

Service Mark

Principal Register

Brush Dental Domain, PC (TEXAS professional corporation)
301 Brazos Street Apt 723
Austin, TEXAS 78701

CLASS 44: Dentist services

FIRST USE 8-14-2017; IN COMMERCE 8-14-2017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
DENTAL

SER. NO. 87-142,992, FILED 08-18-2016



Joseph Matal

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

EXHIBIT 2

United States of America

United States Patent and Trademark Office

SWISH SMILE

Reg. No. 5,451,873

Registered Apr. 24, 2018

Int. Cl.: 44

Service Mark

Principal Register

Brush Dental Domain, PC (TEXAS professional corporation)
301 Brazos Street Apt 723
Austin, TEXAS 78701

CLASS 44: Dentist services

FIRST USE 8-28-2017; IN COMMERCE 8-28-2017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"SMILE"

SER. NO. 87-596,793, FILED 09-05-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

EXHIBIT 3

United States of America

United States Patent and Trademark Office

SWISH DENTISTRY

Reg. No. 5,753,043

Registered May 14, 2019

Int. Cl.: 44

Service Mark

Principal Register

Brush Dental Domain, PC (TEXAS professional corporation)
3310 W Braker Ln Bldg 1-100
Austin, TEXAS 78758

CLASS 44: Dentist services

FIRST USE 2-27-2019; IN COMMERCE 2-27-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 5451873, 5318303

No claim is made to the exclusive right to use the following apart from the mark as shown:
"DENTISTRY"

SER. NO. 87-923,268, FILED 05-16-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

EXHIBIT 4

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into effective as of October 4, 2021 (the “**Effective Date**”), by and between Brush Dental Domain, PC, a Texas professional corporation (“**Assignor**”), and Swish Dental Admin, LLC, a Delaware limited liability company (“**Assignee**”).

The parties, together with certain other third parties, have entered into that certain Asset Purchase and Contribution Agreement dated as of October 4, 2021 (the “**Purchase Agreement**”). Pursuant to the Purchase Agreement and the transactions contemplated therein, Assignor has agreed to assign to Assignee all of Assignor’s right, title, and interest in and to the trademarks listed in Exhibit A hereto (the “**Trademarks**”).

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, and Assignee hereby assumes, Assignor’s entire worldwide right, title and interest in and to the Trademarks, including, without limitation, all associated goodwill, all common law rights, all rights of priority in any country as may now or hereafter be granted to it by law, all applications, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, and all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of the Trademarks, in each case for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignor will take any actions (including execution and delivery of any documents) reasonably requested by Assignee from time to time to effectuate the transactions described herein and to evidence or record Assignee’s ownership of the Trademarks.


3. Counterparts. This Assignment may be executed in any number of counterparts (including portable document format (pdf) counterparts), each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the day and year first above written.

ASSIGNOR:

BRUSH DENTAL DOMAIN, PC

By:  _____
Name: Viraj Desai
Title: President

ASSIGNEE:

SWISH DENTAL ADMIN, LLC

By: _____
Name: Leo Helmers
Title: Vice President

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the day and year first above written.

ASSIGNOR: BRUSH DENTAL DOMAIN, PC

By: _____
Name: Viraj Desai
Title: President

ASSIGNEE: SWISH DENTAL ADMIN, LLC


By:  _____
Name: Leo Helmers
Title: Vice President

Exhibit A

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
SWISH DENTAL	87142992	08/18/2016	5318303	10/24/2017
SWISH SMILE	87596793	09/05/2017	5451873	04/24/2018
SWISH DENTISTRY	87923268	05/16/2018	5753043	05/14/2019